

DISTRICT PROPOSAL #3 -- AMENDED
2021-22 Supplement for Instructional Employees
July 16, 2021

Supplement for Instructional Employees

The Orange County Classroom Teachers Association, the Orange County School Board and the Superintendent recognize and value the work performed by the instructional employees of Orange County Public Schools and wish to demonstrate their appreciation by awarding instructional personnel with a one-time supplement in the amount of \$2,500 per instructional employee.

This \$2,500 supplement will be distributed to all eligible, instructional personnel hired in benefited positions on or before October 8, 2021. All eligible, instructional personnel must have an active employment status on the date(s) the supplement is paid. Those employees who retire between the date of execution of the Memorandum of Understanding and the date(s) of payout who otherwise are eligible to receive the supplement will be included.

The supplement is scheduled to be paid in two (2) equal installments: \$1,250 in the October 27, 2021, check and \$1,250 in the January 19, 2022, check.

DISTRICT PROPOSAL #4 -- AMENDED Bonus for Select Instructional Employees July 16, 2021

Bonus for Select Instructional Employees

The Orange County Classroom Teachers Association, the Orange County School Board and the Superintendent recognize and value the work performed by the instructional employees of Orange County Public Schools and wish to demonstrate their appreciation by awarding select instructional personnel with a one-time bonus in the amount of \$1,000 per select instructional employee.

Governor Ron DeSantis and the Florida Legislature provided a \$1,000 bonus for full-time classroom teachers. This bonus excludes many of our valued instructional employees and we wish to recognize them as well. This district-provided bonus is limited to those members of the bargaining unit not included in the bonus provided by Governor DeSantis and the Florida Legislature.

This district-provided \$1,000 bonus will be distributed to all eligible, instructional personnel hired in benefited positions on or before ~~March 12, 2021~~ May 28, 2021, who are not included in the bonus provided by the Governor DeSantis and the Florida Legislature. All eligible, instructional personnel must have an active employment status on the date the bonus is paid. Those employees who retire between the date of execution of the Memorandum of Understanding and date of payout who otherwise are eligible to receive the bonus will be included.

~~The district-provided bonus is scheduled to be paid within a reasonable period of time after receiving confirmation of the list of full-time classroom teachers who received a bonus from Governor DeSantis.~~

Proposed 2021/2022 and 2022/2023 Plan

	Proposed 2021/2022	2020/2021	Proposed 2021/2022		2020/2021	Proposed 2021/2022		2020/2021	Proposed 2021/2022	
	SureFit	Local Plus - Plan A			HRA - Plan B			OAPIN – Plan C		
Network	Advent and CVS	Local Network			National Network with Out of network Coverage			National Network		
HRA Contribution	N/A	N/A			\$250	\$0		N/A		
Deductible (Individual/Family)	\$300/\$600	\$300/\$600	\$500/\$1,000		\$2,000/\$4,000	\$3,000/\$6,000		\$250/\$500	\$400/\$800	
Coinsurance	10%	10%	20%		20%	20%		20%	20%	
Medical Out of Pocket Max	\$5,500/\$11,000	\$5,500/\$11,000	\$6,500/\$13,000		\$5,500/\$11,000	\$6,500/\$13,000		\$5,500/\$11,000	\$6,500/\$13,000	
RX Out of Pocket Max	\$1,500/\$3,000	\$1,000/\$2,000	\$2,000/\$4,000		\$1,000/\$2,000	\$2,000/\$4,000		\$1,000/\$2,000	\$2,000/\$4,000	
PCP/Specialist Copays	\$35/\$55	\$35^/\$55^	\$35^/\$55^		\$30/\$45*/\$65**	\$30/\$45*/\$65**		\$30/\$55	\$30/\$55	
ER Copayment	\$400	\$400^	\$400^		\$400 + 20%	\$400 + 20%		\$400	\$400	
RX - Retail (30 days)										
RX Deductible (does not apply to generic)	\$100 Deductible		\$100 Deductible			\$100 Deductible			\$100 Deductible	
Generic	\$9	\$9	\$9		\$9	\$9		\$9	\$9	
Brand - Preferred	\$60	10%, minimum of \$55 (max \$300)	10%, minimum of \$60 (max \$300)		\$55	10%, minimum of \$60 (max \$300)		\$55	10%, minimum of \$60 (max \$300)	
Brand - Non-Preferred	\$90	10%, minimum of \$60 (max \$300)	10%, minimum of \$90 (max \$300)		\$60	10%, minimum of \$90 (max \$300)		\$60	10%, minimum of \$90 (max \$300)	
Specialty	\$100	10%, minimum \$90 (max \$300)	10%, minimum \$100 (max \$300)		\$90	10%, minimum \$100 (max \$300)		\$90	10%, minimum \$100 (max \$300)	
		^Must meet deductible then copay/coinsurance applies			* Cigna Care Network (CCN) provider; ** non-CCN provider					
Per Month (10 months)	21/22	20/21	21/22	\$ Increase	20/21	21/22	\$ Increase	20/21	21/22	\$ Increase
Employee	\$0.00	\$0.00	\$0.00	\$0.00	\$52.54	\$52.54	\$0.00	\$52.54	\$52.54	\$0.00
Employee + Spouse	\$352.24	\$352.24	\$352.24	\$0.00	\$1,183.70	\$1,183.70	\$0.00	\$826.22	\$826.22	\$0.00
Employee + Child(ren)	\$50.00	\$70.46	\$70.46	\$0.00	\$850.36	\$850.36	\$0.00	\$521.74	\$521.74	\$0.00
Employee + Family	\$400.00	\$422.70	\$422.70	\$0.00	\$1,494.70	\$1,494.70	\$0.00	\$1,110.26	\$1,110.26	\$0.00
Half Family	\$0.00	\$0.00	\$0.00	\$0.00	\$282.94	\$282.94	\$0.00	\$90.72	\$90.72	\$0.00
Part-time Employee	\$464.43	\$464.43	\$464.43	\$0.00	\$516.98	\$516.98	\$0.00	\$516.98	\$516.98	\$0.00

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #6
Article XVI Salary and Method of Payment
July 16, 2021

ARTICLE XVI
SALARY

A. Salaries shall be as set forth in Appendix A, which is incorporated into, and hereby made a part of this Contract and shall be retroactive to the first duty day of the current school year. For school year ~~2020-21~~ 2021-22 ~~2020-21~~, there will be no retroactive pay for any teacher who leaves the district prior to final ratification.

- ~~1. Full-time members of the bargaining unit with a base salary of less than \$47,500, will receive an increase to their base salary to \$47,500.~~
- ~~2. Half-time members of the bargaining unit with a base salary of less than \$23,750, will receive an increase to their base salary to \$23,750.~~
- ~~3. All members of the bargaining unit, whose increase is less than 1.27 percent (1.27%) as outlined in 1 and 2 above, will receive an increase of the difference up to 1.27 percent (1.27%). No one will receive an increase less than 1.27 percent (1.27%).~~
- ~~4. All members of the bargaining unit, who did not receive an increase as outlined in 1 and 2 above, will receive an increase of 1.27 percent (1.27%).~~
- ~~1. There will be a cost of living adjustment of \$800 for all personnel regardless of instructional practice score.~~
- ~~2. Teachers with a summative performance rating of Effective shall receive an additional \$1,600.~~
- ~~3. Teachers with a summative performance rating of Highly Effective shall receive an additional \$2,200.~~
- ~~4. The cost of living adjustment shall be paid beginning with the first check after ratification of this Contract. Raises based on performance shall be paid after the Student Growth scores have been finalized and combined with the Instructional Practice score to create the Summative Evaluation score. This will occur after all assessment scores used in the calculation of local student learning growth models are received by the district, verified, and final calculations completed.~~

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #6
Article XVI Salary and Method of Payment
July 16, 2021

1. There will be a cost of living adjustment of \$25 for all personnel regardless of instructional practice score.
2. Teachers with a summative performance rating of Effective shall receive an additional \$100.
3. Teachers with a summative performance rating of Highly Effective shall receive an additional \$150.
4. The cost of living adjustment shall be paid beginning with the first check after ratification of this Contract. Raises based on performance shall be paid after the Student Growth scores have been finalized and combined with the Instructional Practice score to create the Summative Evaluation score. This will occur after all assessment scores used in the calculation of local student learning growth models are received by the district, verified, and final calculations completed.
5. The cost of living adjustment and performance pay complies with Florida Statutes and the budgeted dollars allocated by the Florida Legislature.

B. Differential Pay

1. Supplement for Advanced Degrees
 - a. The Advanced Degree Supplement shall be subject to the following:
 - 1) The employee must provide an official college transcript of record showing the award of the earned degree to the Employment Services Department.
 - 2) If the transcript does not indicate the date on which the degree was awarded, the employee must provide additional confirmation of the degree by submitting an updated transcript showing the date of the award, a copy of an official letter from the institution indicating the date the degree was awarded, or a copy of an official diploma from the institution indicating the date the advanced degree was awarded.

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #6
Article XVI Salary and Method of Payment
July 16, 2021

- 3) It is understood that the advanced degree shall have been granted by a standard institution or shall have been properly validated as described in the State Board of Education Rules.
 - b. The advanced degree differential shall be at least the same percentage as the increase in the entry teacher's salary.
 - c. The advanced degree must be held in the teacher's area of certification for teachers hired on or after July 1, 2011.
 - d. Teachers shall be paid the supplement once the advanced degree is verified. The supplement for advanced degrees shall be retroactive to the date the degree was awarded or the beginning of the teacher's primary contract school year, whichever is later.
2. Re-employment of retired teachers from the Florida Retirement System (FRS) or any other educational retirement system. This includes employees retiring under either the Defined Benefit plan or the Defined Contribution or both in FRS.
- a. Salary Placement
 - 1) Initial placement of re-employed retired teachers with more than ten (10) years of experience shall be 12% above the entry teacher pay. Pay increases in subsequent years in accordance with the movement of other bargaining unit members which is contingent upon negotiated contractual provisions.
 - 2) Initial placement of re-employed retired school psychologists with twelve (12) years or more experience shall be at the twelve (12) year minimum of the school psychologist salary structure. Pay increases in subsequent years in accordance with the movement of other bargaining unit members which is contingent upon negotiated contractual provisions.
 - b. Any retired teacher who returns to work with less than ten (10) years of experience (or fifteen (15) years of experience for Focus or Priority schools) shall receive credit for each year of full-time public school

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #6
Article XVI Salary and Method of Payment
July 16, 2021

teaching for which the employee received an effective performance evaluation or higher.

- c. Any retired teacher who returns to work at a Focus or Priority school shall be paid at 22% above entry teacher pay while they work at these schools during the time the schools are designated Focus or Priority.
 - d. If in subsequent years, the school does not remain a Focus or Priority school, the teachers shall remain at the Focus or Priority pay rate with any earned increases for one year and if the school maintains the higher grade, the teacher's salary shall decrease by 10% which shall maintain any earned pay increases.
- 3. Differential pay/Supplemental activities shall be compensated as set forth in Appendices A-1 through A-4 which is incorporated into, and hereby made a part of, this Contract.
- 4. Supplement Handbook
 - a. The Board shall publish and post a Supplement Handbook on the CBLT websites: www.ocps.net/es/laborrelations and www.orangecta.fea.aft.org.
 - b. The Supplement Handbook will provide information regarding the use of supplements, requirements of the supplement receiver, number of each supplement, and related information.
 - c. No changes shall be made in the Supplement Handbook without CTA and the District meeting to negotiate such changes.
- 5. Additional Period Pay
 - a. The parties recognize that in some K-12 schools, teachers may volunteer to teach more than the required number of teaching periods. Teachers who accept these extended teaching assignments may not be scheduled with the same amounts of planning time, student contact time, or other duty assignments as other teachers. If more teachers

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #6
Article XVI Salary and Method of Payment
July 16, 2021

volunteer than are needed, teachers shall be selected according to seniority from among those qualified to hold a position.

- b. For teaching each additional instructional period during, before or after the regular student day, the amount of the supplement the teacher receives for teaching the additional period should be based on the hourly rate of pay for an entry teacher with no experience based on the current year's salary schedule. Calculations will be as follows: the annual salary of entry teacher based on the previous year's salary schedule/197 days in a teacher's contract year/7.5 hours in a teacher's workday x 180 instructional days of instruction in a year, rounded to the nearest one hundred dollars. This amount may be prorated by semester based on the school's academic needs. For teachers with the additional instructional period before or after the regular student day, the normal teacher load must be completed during the regular student day.
- c. This shall not preclude a teacher whose primary assignment is non-classroom teaching from receiving the supplement in B.5.a. above upon approval of the Superintendent's designee.
- d. Any Florida statutory requirement of schools to provide additional instruction outside of the standard student day or year shall adhere to the following:
 - 1) The assignment for instructors at these schools to teach during the extended day or year is required on the part of the teacher. In doing so, these teachers shall receive an additional pay equal to their hourly rate.
 - 2) Teachers at the designated schools may request in writing a transfer within ten (10) days of notification. A teacher shall be placed in his/her same school level (elementary, middle, or high) if such a vacancy exists. If a school level vacancy does not exist, the teacher shall be placed in a vacancy for which s/he is certified. Teachers shall be placed in their equivalent school if such vacancies exist. The District shall make a reasonable effort to transfer the teacher to a position in close proximity to his/her original assignment.

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #6
Article XVI Salary and Method of Payment
July 16, 2021

- 3) Class size requirements for the additional instructional period shall follow state guidelines
- 4) Observations made during the additional instructional period are for feedback purposes only and shall not be used as a part of the Instructional Evaluation System
- 5) Support with curriculum and materials shall be provided to the teacher upon request to assist in planning for the additional instructional period.

6. Irregular Schedule Pay

Employees, who are assigned irregular schedules in accordance with Article XIV Section P, shall be compensated as follows:

- a. Teachers assigned a split shift on a regular basis for a 37.5 hour week including meal breaks shall be paid an additional \$2,520 per year. A split shift shall be defined as a shift that is not continuous.
 - b. Teachers in post-secondary schools who are given an additional hour of assigned instructional responsibility per day beyond the normal six hours shall be paid an additional \$3,000 per year.
 - c. Teachers selected for these supplements who have not had a break in service since 1996-97, shall be assured of the applicable amount as set forth above or the amount received in 1996-97, whichever is greater.
- C. The fiscal year for 10 and 11 month teachers begins with the first day of their primary contract. The number of duty days in a teacher's primary contract is specified in Article XV.A. The daily rate of pay for teachers shall be determined by dividing their annual salary for their primary contract of employment by the number of duty days specified therein.
- D. In-service training and planning on a non-duty day will be compensated at a minimum of \$60 for a three hour day and \$120 for a six hour day, provided the funding is available. Nonmonetary consideration in lieu of the above may be agreed to between the administrator and the employee. This provision shall apply to compensate teachers

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #6
Article XVI Salary and Method of Payment
July 16, 2021

newly hired to the District for work performed prior to the start of their contract. Such payment shall be authorized only upon successful completion of background screening including fingerprinting and drug testing. This will not become effective until the date of final ratification of the 2014-15 contract. This language is not retroactive to the beginning of the 2014-15 SY.

E. Summer session employment shall be paid at the teacher's rate of pay per their primary contract for the school year just completed.

F. Method of Payment

1. ~~**Ten-month**~~ Employees shall be paid biweekly ~~beginning~~ on the third week of their work year. The number of payments to be issued will correspond to the length of time from the first to the last duty day in the school year. ~~Two~~ **One** payments per year will be for eight days ~~each~~ and will occur during pay periods where there are no insurance deductions. The remaining payments will be for equal amounts of nine days each.

a. Starting with the 2022 – 2023 school year, ten-month (10) employees shall be provided the option of receiving their paychecks in one of the following two (2) ways:

- 1) The employee will be paid bi-weekly in twenty-two (22) installments.
- 2) The employee will be paid bi-weekly in twenty-six (26) installments, if requested. These employees shall be placed on deferred pay status and a percentage of the employee's pay will be reserved for payment after the final paycheck of the year. These employees shall receive their regular salary in twenty-two (22) biweekly installments, and the remaining reserved net money shall be divided by four (4) and paid bi-weekly during the summer months.

- ~~2. If requested on or before the last day of preplanning, ten-month teachers who receive their paycheck in twenty two (22) installments, shall be placed on deferred pay status. These employees shall receive their regular salary in biweekly installments, and their remaining salary shall be paid at the time of the employee's final payment of the year.~~

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #6
Article XVI Salary and Method of Payment
July 16, 2021

3. To the extent permitted by law, and provided employees will not be paid in advance of time worked, payments shall be issued biweekly. When a payday falls on a bank holiday, the payment will be made on the business day prior to the bank holiday.
4. The parties agree to mandatory direct deposit effective for all employees by December 31, 2006. Upon request of an employee, the Board shall provide direct deposit of each of his/her payment to the financial institution of the employee's choice, subject to regulations relating to direct deposit.
5. The Board shall issue payments to employees employed in summer school in equal installments on a biweekly schedule, insofar as possible.
6. Under normal circumstances, supplements will be included in the employee's regular payment.
 - a. Payment for high school winter sports will begin in November and for spring sports in February.
 - b. Payment for middle school sports will begin the month following the beginning of each sport season.
 - c. Up to \$100 of the agribusiness and/or FFA supplements may be held until after completion of all required activities during the month of June.
7. Payments shall be generated in a manner that guarantees privacy.
8. Any payment which must be rewritten due to an employee's absence(s) near or at the end of the work year shall be reissued within one week following his/her last duty day.
9. It is understood that the last payment in the fiscal year may not be distributed until after the final duty day.

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #6
Article XVI Salary and Method of Payment
July 16, 2021

- G. If active service is terminated by death, all salary owed at the time of death shall be paid to the employee's designated beneficiary or estate if no beneficiary has been designated.
- H. Employees shall be paid entry salary with no experience until such time as verification for experience is received by the Board. Upon verification of experience any adjustment of salary shall be made by the end of the next payroll period. Any salary adjustment for experience credit shall be retroactive to the first duty day of the employee's primary contract, in the fiscal year in which the verification is received.

One day more than the number of days constituting one-half year of another district's regular school year shall be considered as one year of credit.

A teacher shall be paid on the salary schedule, based upon the following criteria:

1. Teaching Experience

- a. In-state public school teaching experience: Credit shall be given for each year of full-time public school teaching service earned in the state of Florida which is verified by previous employer(s). Re-employed retirees are exempt from this provision. Experience credit shall be reviewed and pay shall be based on what similar teachers with the same amount of experience credit are compensated.

For 2014-2015, newly hired teachers who worked at another Florida school district or charter school during the 2013-2014 school year will receive a one-time recruitment bonus, equivalent to half of the respective 2014-2015 salary increase amounts (COLA plus performance) based on their officially documented 2013-2014 summative evaluation rating. Documentation consisting of print screens of the evaluation rating must be provided to Human Resources during the teacher's first calendar year. Teachers who did work at OCPS during the 2013-14 school year and received a final evaluation rating, are ineligible for this bonus and will return to OCPS at their previous salary plus 2014-2015 increase (COLA plus performance).

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #6

Article XVI Salary and Method of Payment

July 16, 2021

- b. Out of state public school teaching experience: Instructional personnel hired from outside of the state of Florida shall receive credit for each year of full-time public school teaching which is verified by the previous employer. Experience credit shall be reviewed and pay shall be based on what similar teachers with the same amount of experience credit are compensated.
- c. Instructional personnel hired from private schools (or school systems, including college) shall receive credit for each year of full time teaching. Teaching experience may be added to all prior public school experience credit. Experience credit shall be reviewed and pay shall be based on what similar teachers with the same amount of experience credit are compensated.
- d. Instructional personnel shall provide verification of effective performance for all years of experience to the Human Resources Department.
- e. Paid holidays shall be counted in computations which apply to credit for teaching.
- f. Half-time: Effective July 1, 2011, half-time teaching shall be counted year for year for salary credit. Half-time teaching prior to July 1, 2011 will continue to be combined so two one-half years equals one year of experience. Half-time experience shall continue to count as one-half of full-time experience for the purpose of calculating seniority.
- g. Half Year: Work less than the number of days constituting one-half year of another district's regular school year. Teachers may combine two one-half years of experience for a full year of teaching credit. One-half year of teaching shall be defined as at least 26% to 50% of the total number of days, 26% of which must be continuous duty days, in any regular school year.
- h. Teaching experience credit shall apply to equivalent school employment, such as guidance counselor, media specialist, and curriculum resource teacher. Working in the position of a four-year degreed permanent substitute in the District shall count as equivalent school employment.

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #6

Article XVI Salary and Method of Payment

July 16, 2021

- i. No salary credit shall be given for substitute teaching, graduate assistantships, private nursery school pre-k or kindergarten teaching, unless pre-k kindergarten teaching was a part of an elementary school or school district.
- j. Teachers shall receive no salary credit for teaching for any time prior to being awarded a four-year degree.

2. Work Experience

- a. All years of work related experience, excluding those years required for certification, shall be granted for salary purposes to those positions requiring work experience for certification and to school psychologists, social workers, audiologists, and speech therapists. Experience credit shall be reviewed and pay shall be based on what similar teachers with the same amount of experience credit are compensated.
- b. Upon initial employment, teachers who fill positions for which work experience may be used or is required for certification, shall be granted either work experience credit (above that used toward certification) or teaching credit, for salary purposes.
- c. Work experience may be combined for salary credit in the same manner as such combinations apply to certification based on work experience.
- d. If a teacher transfers into a position for which work experience may be used or is required for certification, the teacher may apply work experience (above that which would have been used for certification) in lieu of teaching experience for salary purposes. Such adjustment shall be retroactive to the first day of employment of the fiscal year in which the teacher applies for the adjustment.
- e. In no case shall both work experience and teaching experience, as used in conjunction with one another above, be granted for salary purposes if earned during the same calendar year.

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #6

Article XVI Salary and Method of Payment

July 16, 2021

- f. Teachers who are certifiable in the critical needs areas of mathematics, science and exceptional education may be granted, upon initial employment, work experience credit for all years of work related experience. Work experience must be directly related to the position for which the teacher is hired, and documentation must be provided by the teacher for review and approval by Employment Services.
- g. Military Experience – If honorably discharged, including a general discharge under honorable conditions, credit for pay purposes shall be granted for up to four years of active military duty in the armed forces of the United States of America. This credit will be granted upon receipt of the employee's DD 214 by Employment Services.

3. JROTC

- a. It is understood the JROTC instructor will have retired from active military duty.
- b. The following procedures shall apply to pay upon hire:
 - 1) The difference between the active duty pay and the retirement pay is the Minimum Instructor Pay (MIP). This documentation is provided by the JROTC instructor's branch of the military.
 - 2) Until documentation is provided or if that amount falls below the salary of similar teachers with four (4) years of experience, pay upon hire will be the same as similar teachers with four years of experience.
 - 3) If the MIP amount is more than the amount paid to teachers with fifteen (15) years of experience, the employee shall be paid the MIP and shall not receive district increases, until such time as the amount those with 15 years of experience are earning meets or exceeds that amount.

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #6
Article XVI Salary and Method of Payment
July 16, 2021

- 4) Active JROTC Instructors whose salaries are frozen, therefore ineligible for performance pay increase shall receive lump sum bonuses in the same increase amounts (performance + COLA) for the respective evaluation ratings based on their individual summative evaluations. Payout of the bonus will occur after ratification of salary.
- c. Any increase on the salary schedule in subsequent years shall be in accordance with the pay increase of other bargaining unit members, which is contingent upon negotiated contractual provisions. However, eligible JROTC instructors shall only receive the higher salary increase of either the MIP or what is granted to other eligible instructional personnel, not both.
- d. The parties recognize that should any of the above provisions be held to be contrary to law, Article II.E. shall apply.
- 4. Former employees who are re-hired after retiring under any Orange County Public Schools retirement incentive shall be placed on the salary schedule entry teacher pay.
- 5. Former employees who are re-hired, other than those who retired from the District, shall return to their previous salary less any differential as outlined in Article XVI. B., or be placed on the new teacher entry placement schedule, whichever is greater.
- I. Salary adjustments for administrative mistakes in granting salary credit shall be retroactive. The retroactive period for back pay shall include the current year and up to a maximum of five previous years. The district will correct an error involving wages or other means of compensation up to two years from the date the error was identified per F.S. 95.11. The employee shall receive back pay, once s/he has brought the matter to the attention of the Employment Services Department, at the end of the next payroll period. If an employee has been overpaid, an adjustment shall be made at the end of the next payroll period, and arrangements shall be made whereby the employee may take a period of time, up to the end of that school year, to reimburse the Board for such an overpayment. In extreme cases, the time may be extended. Except in cases where an employee knew or should have known of the overpayment, the total amount due for an overpayment on the salary schedule shall only be retroactive to the beginning of the

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #6
Article XVI Salary and Method of Payment
July 16, 2021

school year in which the over payment was discovered. It is the employee's responsibility to review his/her salary statements for accuracy.

- J. An employee shall be responsible for providing documentation of academic degrees and experience for salary, differential pay and supplement purposes to the Employment Services Department.
- K. A PSC/CC teacher's salary may be frozen if identifiable less than effective performance exists. The following procedures shall be used:
 - 1. The administrator shall notify the teacher in writing of the less than effective performance, including specific examples. Notification shall occur prior to the beginning of the second semester.
 - 2. A conference shall be held between the administrator and the teacher within ten duty days to review the matter. A specific written plan, including reasonable timelines, shall be developed by the administrator to assist the teacher in improving performance.
 - 3. Within ten duty days of the development of this plan, the teacher may request an independent review of the matter by the applicable associate superintendent.
 - 4. Failure to demonstrate significant improvement prior to one month before the end of the teacher's work year may result in a recommendation by the administrator for retention of the teacher on the salary schedule.
 - 5. The Superintendent shall make a decision for retention on the salary schedule prior to the end of the teacher's work year and shall so notify the teacher in writing, with a copy to the Association.
 - 6. The teacher shall be entitled to Association representation throughout this procedure.
 - 7. Such freezing of a teacher's salary shall not be used two years in a row, unless the provisions of Article XII Section C. have been initiated.

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #6
Article XVI Salary and Method of Payment
July 16, 2021

- L. For any solicitations of contributions from instructional personnel, the District shall ensure that all contributions and information about contributions shall be kept confidential.

DRAFT

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #8
Article XIV Duty Day – Planning Time and Hybrid Teaching
July 16, 2021

ARTICLE XIV
DUTY DAY

- A. Except as otherwise provided in this Contract, the employee duty day shall be seven hours and 30 minutes including a duty-free lunch, or 37 ½ hours per week total.
- B. As part of an ongoing program of school improvement, and in recognition of individual schools' needs to be given increased responsibility for site-based decision making, the parties agree to the following relating to the employee duty day:
 - 1. The duly elected Faculty Advisory Committee and the administrator, with input from the school staff may mutually agree on scheduling arrangements for teachers to include, teaching load(s), student contact time, planning time, duty time, extended-duty assignments, compensatory time, coverage of classes in lieu of using substitutes, scheduling of elementary teachers, the use of flexible time blocks, common planning time, end of course testing schedules, scheduling of special area teachers and the implementation of any mandated school wide programs which affect any of the provisions found in this article. At the end of each school year, each teacher may submit scheduling preferences for elementary special area teachers to this process for consideration.
 - 2. Such agreements shall be conditioned upon a majority vote of support by secret ballot of those voting from the faculty, reduced to writing and distributed to each teacher at the school. The agreement(s) shall remain in effect until the end of the school year. The FAC shall conduct the election. The faculty shall receive notice of the election in writing at least two duty days prior to the voting. The voting period shall extend for up to two duty days. The most senior Association Representative shall be present at ballot counting. If there is no Association Representative, the administrator shall contact the Association President/designee prior to the ballot counting so that s/he may be present to observe.
 - 3. In the absence of mutual agreement, the following provisions shall apply to those areas where such agreement cannot be reached:

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #8
Article XIV Duty Day – Planning Time and Hybrid Teaching
July 16, 2021

- a. When an emergency situation arises, an extended duty assignment beyond the regular duty day may be made. When such becomes necessary, volunteers shall be sought first. If no one volunteers, consideration shall be given to the employees' personal commitments which cannot be rescheduled. Employees so assigned shall be allowed to take an equal amount of time off during non-student contact time, within ten duty days or at a time mutually agreeable between the teacher and the principal. Employees may receive time off for voluntarily participating in school activities occurring outside of their regular workday.
- b. When a medical or legal appointment involving the employee or a member of his/her immediate family, or a school-related conference involving the employee's dependent, is required that cannot be scheduled outside the employee duty day, or when an employee attending in-service or college classes needs reasonable commuting time, an employee may be allowed to leave at the end of the regular student day, provided acceptable arrangements to accommodate duty or other school activities have been made and are communicated.
- c. When a personal emergency results in an employee either having to arrive late or leave early, the employee shall be charged with appropriate leave, only when the absence exceeds one-quarter day and/or requires the use of a substitute.
- d. No teacher shall be assigned responsibility for students for more than three continuous hours.
- e. Except as may be provided elsewhere in this Contract, assigned instructional responsibility shall be based upon approximately 25.5 hours per week, except in post-secondary schools and Voluntary Pre-Kindergarten classes where it shall be based upon no more than 30 hours per week. In the secondary schools, assignments to a supervised study hall or non-compensated extra-curricular activity during school hours shall be considered assigned instructional responsibility, however passing time shall not.

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #8
Article XIV Duty Day – Planning Time and Hybrid Teaching
July 16, 2021

- f. In the event supervision of students, both within and/or outside of the regular student day, is required, assignments shall be rotated on an equitable basis to the extent possible.
- g. Administrators will cooperate with employees in making arrangements for a break in either the morning or afternoon. Employees needing to use the restroom may call the office at any time of the day to receive relief without a delay.
- h. Elementary teachers shall have an average daily planning time of 60 minutes, at least 45 of which shall be contiguous. Middle ~~school, and~~ and high school, ~~and post-secondary~~ teachers shall have a contiguous daily planning time equal to a student academic period or 50 minutes, whichever is less. The parties recognize that in some cases, contiguous planning time may need to be temporarily adjusted due to unanticipated circumstances. ~~Post-secondary teachers shall have an average daily planning time of at least 50 minutes.~~ Post-secondary teachers shall have an average daily planning time of at least 50 minutes, at least 35 of which shall be contiguous.

Planning time shall be used for purposes of preparation, which may also include conferences with parents, administrators, or other teachers, and/or giving special assistance to students. A teacher shall not be restricted to remain in a particular area of the school during his/her planning time; however, this provision does not apply to common planning time. A reasonable effort shall be made by the administrator to provide a special area for planning. Schools shall provide a common planning time once a week for instruction.

Teachers who assume additional teaching or duty assignments or have rotational assigned supervision during the student day may not necessarily be guaranteed the planning time outlined above.

- C. The Board agrees to provide substitute teachers for art, music, and physical education teachers and media specialists. No teacher shall be used as a substitute for another

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #8
Article XIV Duty Day – Planning Time and Hybrid Teaching
July 16, 2021

teacher except in cases of emergency or unforeseen circumstances. The District shall maintain a substitute pool for the filling of vacancies due to absenteeism.

The District will provide a long-term certified substitute for non-classroom certified personnel who are on a long-term leave, where possible. Upon written request from the Union, the District will notify the Union of the reason for not providing a long-term certified substitute within twenty (20) duty days of the written request.

1. In cases of non-emergency, teachers cannot be required to substitute for another teacher. In cases of emergency, teachers may be required to substitute for another teacher, however, classified staff and non-classroom teachers should be used to cover classes prior to resorting to splitting classes.
2. The definition of emergency is a sudden unexpected happening; an unforeseen occurrence or condition; perplexing contingency or complication of circumstances; a sudden or unexpected occasion for action; exigency; pressing necessity. Emergency is an unforeseen combination of circumstances that calls for immediate action without time for full deliberation. Examples include, but are not limited to, a sudden unexpected and severe medical event at school, or when a teacher has a family crisis during the school day requiring his/her immediate attention.
3. It is not an emergency when:
 - a. a teacher arrives late due to reasons such as illness, car problems, or traffic and misses less than a quarter day of work;
 - b. a teacher needs one or two periods of class coverage to attend meetings on campus and other events, such as picture days, awards ceremonies and giving guest lectures in colleagues' classes;
 - c. a teacher leaves early due to a doctor's appointment;
 - d. a Kelly Services substitute arrives after the start of a work day; or
 - e. teachers are released to attend professional development either off-site or onsite.

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #8
Article XIV Duty Day – Planning Time and Hybrid Teaching
July 16, 2021

4. School administrators are precluded from cancelling substitutes and will be notified of such limitation on their authority.
 5. Any bargaining unit member required to split classes or substitute for another teacher will receive a proportionate share of compensation that a substitute teacher is paid to cover absences in that particular school.
- D. Media centers in all schools shall observe a flexible schedule.
- E. The Board shall encourage class sizes consistent with District goals, the nature of different subject matter, instructional objectives, the requirements of different instructional processes, the capacities of the physical facilities, state laws and regulations, and the special needs of students.
1. If an individual teacher feels a class has an excessive number of students, s/he may request a meeting with the administrator who will discuss the issue with the teacher and attempt to resolve it.
 2. If the matter cannot be resolved within two weeks at the school level, it shall be referred by the administrator to the appropriate chief, area superintendent, or associate superintendent who will within two weeks assess the situation and make a final decision as to whether an adjustment in class size should be made. Said decision will be communicated to the teacher and will state the reasons.
 3. If district-wide ratios for students to social workers not assigned to schools exceed the prior year's ratio, the designated lead social workers may request a meeting with the Superintendent or designee to discuss the issues and attempt to resolve them.
 4. If the district-wide ratios for students to school psychologists not assigned to schools exceed the prior year's ratio, the designated lead school psychologist may request a meeting with the Superintendent or designee to discuss the issues and attempt to resolve them.
- F. Employees shall check (v) in and out upon arrival and departure from their work site.

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #8
Article XIV Duty Day – Planning Time and Hybrid Teaching
July 16, 2021

- G. On the day before a scheduled holiday, the employee duty day shall end at the close of the student day. Non-school based personnel may leave 30 minutes before the end of their regular day. If the day before the Winter and/or Spring Holiday period for school based teachers is a non-student contact day, it shall be 6.5 hours in length.
- H. The parties recognize the importance of employees' participation in school-related activities, such as open house, PTA, and other school functions, which occur outside of normal working hours and flex time may be used for affected teachers. The administrator may require attendance at the school's annual open house.
- I. On election days, employees whose duty day usually begins 45 minutes or more before the student day who wish to vote before the duty day begins, may opt for reporting to work 15 minutes before the student day. In the alternative, employees may leave at the end of the student day for purposes of voting.
- J. An employee, other than an itinerant employee, who is required to leave his/her work site in the performance of assigned duties, shall leave with his/her administrator a daily itinerary, so that the employee can be reached throughout the duty day. An itinerant employee shall provide a weekly schedule to the administrator of each school s/he serves during the week. The schedule shall include a duty-free lunch, planning time (if applicable) and travel time. Each itinerant teacher shall be assigned a private space to provide instruction.
- K. Employees may, with the approval of the administrator, take part in activities outside the school building which are of interest to their present and prospective students. These activities shall include, but are not limited to, liaison activities with community and social agencies, vocational/educational guidance workshops, parental contact, exceptional education home visits, and job and educational placement activities.
- L. Middle and senior high school teachers shall not be required to teach more than two subject areas.
- M. Employees shall be scheduled for a minimum of 25 minutes for lunch, which shall be within the scheduled lunch periods for students except on field trips or in unplanned emergencies. On student contact days, in work locations where there is no lunchroom or in job assignments which permit flexible lunch schedules, an employee may be given approximately one hour for lunch by mutual agreement with his/her administrator. In

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #8
Article XIV Duty Day – Planning Time and Hybrid Teaching
July 16, 2021

such cases, the workday for the employee may be proportionately extended to provide for equity with other employees, without violating this Contract. On any non-student contact day, employees shall have a lunch period of one hour which may be off site.

- N. An employee may leave the work site, upon receiving permission, during his /her planning time and duty-free lunch. No reasonable request shall be denied.
- O. When post –secondary courses are taught in three-hour blocks and students are given a break, teachers shall be entitled to the same break.
- P. Irregular Scheduling
 - 1. The parties recognize that certain post-secondary, district-level and/or special programs may require variations in scheduling. Such irregular scheduling shall be voluntary and may be used when insufficient student enrollment exists, based on current program standards, to justify a regular assignment of an employee.
 - a. Student Minimums in Career Technical and Adult General Education Programs shall be determined by school based administration. Exceptions to the standards shall be considered on an individual program basis.
 - b. When a need for an irregular schedule exists, the administrator shall meet with the affected employee at least ten duty days prior to said assignment. Volunteers shall be sought first. When certification and job experience are equal, preference shall be given to the most senior employee who volunteers. If no volunteers are available, then the administrator shall select the least senior qualified employee eligible for a teaching assignment in the affected area. The affected employee may request a review of other options which might modify the need for split shifts.
 - c. An employee who is assigned an irregular schedule shall be informed of the reason for and the specific duration of the assignment. Within 45 student contact days, the program will be re-evaluated. The duration may be extended because of specific program needs for the remainder of the school year. There shall be no expectation of such extended

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #8
Article XIV Duty Day – Planning Time and Hybrid Teaching
July 16, 2021

hours from year to year. If sufficient enrollment then exists, the employee shall be returned to a regular schedule.

2. Employees other than those on split shifts, who work flexible hours within the regular work day shall be given compensatory time so that they do not work in excess of 37½ hours per week. If the work week is extended beyond 37½ hours in order not to disrupt the quality of a program, the excess hours shall be accrued under the provisions of Section B.1.a.
- Q. Required meetings or other required activities relating to the Teacher Induction Program normally shall not be scheduled so as to infringe upon teacher planning time or lunch of either the peer teacher or the beginning teacher. Arrangements shall be made to relieve these teachers of student contact time or other required duties for a period equal to that utilized in required meetings or activities relating to the Teacher Induction Program.
- R. If district-wide committees/task forces or School Advisory Councils on which teachers serve, schedule their meetings during a part of or all of the duty day, teachers shall be given release time to attend.
- S. Workdays shall be used primarily for grading and planning, and other requirements shall not exceed approximately one hour. Grades shall not be required more than one hour prior to the close of the day.
- T. Teachers shall attend faculty meetings as called by the administrator. Any meetings called to solicit funds from teachers shall be pre-announced as to the meeting's purpose and teacher attendance shall be voluntary. Faculty meetings shall be called for specific reasons, and except during preplanning and post-planning, shall not exceed approximately one hour per week except for emergencies. Beginning in 2020-21, scheduled activities during preplanning will be limited to the equivalent of no more than two and one-half (2 ½) duty days so as not to significantly impede the teachers' time for preparation for the coming school year. This does not apply to new hires to the District and/or work location, schools assigned to the School Transformation Office, or schools identified as Corrective Program Schools.

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #8
Article XIV Duty Day – Planning Time and Hybrid Teaching
July 16, 2021

- U. Physical education teachers who are routinely responsible for multiple classes and are regularly provided assistance shall be assured of similar support in the event of absenteeism.
- V. During the contract year, whenever a fifth Wednesday of the month falls on a duty day, teachers will receive an uninterrupted planning period after student contact time. No meetings, workshops or professional development will be scheduled during this time.

~~W. Hybrid Teaching – Teachers will not be required or assigned to teach both remote and in-person students simultaneously, unless required by federal or state law in which case the following shall apply:~~

- ~~1. In order to determine assignments to Hybrid Teaching, the administrator shall meet with the affected department(s)/program(s) to seek volunteers.~~
- ~~2. Bargaining unit employees assigned to Hybrid Teaching will receive the additional period pay supplement.~~
- ~~3. Bargaining unit employees assigned to Hybrid Teaching will be provided two planning periods.~~

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #9
Article XV Work Year – Summer Employment
July 16, 2021

ARTICLE XV

WORK YEAR

- A. Ten-month employees shall have 197 duty days of which 180 shall include student contact. Eleven-month employees shall have 217 duty days. The calendar for school psychologists shall have 228 days. The total number of paid holidays for ten and 11-month employees shall be six. School psychologists receive one additional paid day off. Twelve-month employees shall be scheduled to work all weekdays when the Ronald Blocker Educational Leadership Center is open for business other than nine paid holidays. Paid holidays and the School Calendars shall be as set forth in Appendix B, which is hereby incorporated into and made a part of this Contract.
- B. The 10-month calendar shall include the following:
1. Six (6) days of pre-planning prior to the first student attendance day, one of which will be a voluntary Staff Development Day, and two days of post-planning following the last student attendance day.
 2. A workday scheduled at the end of each of the approximate nine-week grading periods, the last one of which shall be part of the post-planning period.
 3. A professional day scheduled for a Friday in October, in conjunction with the day chosen as the statewide professional day.
 4. There shall be a full (M-F) two-week Winter Holiday.
 5. Instructional personnel shall be permitted to work up to three (3) days prior to preplanning to prepare their classroom. They shall check (v) in and out upon arrival and departure from their work site. Instructional personnel may be excused for an equivalent number of workdays as identified at the end of each grading period providing they have fulfilled all requirements for submitting grades.
- C. If a full Wednesday student day is required during the weeks of standardized student testing that increases student contact time, then the workday shall mirror the traditional Monday, Tuesday, Thursday, Friday schedule for students and employees. On the following Wednesday when testing has ended, all teachers shall be permitted to

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #9
Article XV Work Year – Summer Employment
July 16, 2021

leave at the end of the scheduled student day. There shall be no mandatory professional development or required administrative meetings for teachers on that Wednesday. If two Wednesdays are required back to back, teachers shall be allowed to leave at the end of the scheduled student day on the following back-to-back Wednesdays. Other arrangements may be made between a teacher and the administrator with mutual consent.

- D. Beginning with the 2020-21 school year, a maximum of two (2) early release days per month shall be used at the sole discretion of the administrator. Remaining early release days shall be used for uninterrupted planning time after student contact time. Teachers will be provided a copy of the schedule during preplanning for the first semester and before winter break for the second semester.
- E. When it becomes necessary to close a school because of weather or for other reasons as deemed necessary by the Superintendent, the days lost shall be made up by extending the school year for that school, as determined by the Board, after consultation with the Association, without it being a violation of this Contract.
- F. Attendance at in-service activities off the school campus shall be voluntary except when attendance at such activities is necessary for the implementation of a required program. There shall be no mandatory in-service during the first or final day of preschool planning nor during post-school planning for school-based employees.
- G. Teachers who must prepare Individual Educational Plans (IEPs) shall be provided up to four student contact days per year to perform duties related to said preparation, at times mutually agreeable between the teacher and the administrator. Additional time may be requested. Release time from regular duties shall be provided in reasonable time blocks.
- H. Any teacher transferred within the student year, or hired after pre-planning, shall be provided at least three student contact days for orientation and preparation prior to assuming responsibilities for teaching students.
- I. If, after the start of the school year, a change is made in an elementary teacher's grade level or a middle school teacher's team assignment, such teacher shall be given two student contact days for orientation and preparation. In secondary schools, such shall be applicable for a teacher reassigned out-of-field, and the two days shall be prorated to conform to the actual number of classes changed. Other secondary teachers whose

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #9
Article XV Work Year – Summer Employment
July 16, 2021

assignments must be changed during the school year requiring a new preparation shall be given notice of at least two days.

J. Extended Employment

1. Employees shall be reimbursed for any extensions of employment at their daily rate of pay, per their primary contract for the school year just completed, except as may be provided elsewhere in this Contract.
2. Employees shall be notified of the availability of extended employment opportunities one month before the end of their work year. The acceptance of extended employment is voluntary on the part of the teacher, and such acceptance signifies a commitment to the particular extended employment.
3. Beginning in the 2020-21 school year, JROTC teachers shall work 197 duty days. They shall be offered up to ten (10) duty days of extended employment and the period shall be mutually agreed upon between the administrator and the teachers. The principal has the option to offer additional duty days of extended employment beyond the ten (10) duty days.
4. The athletic director shall be offered up to 20 days of extended employment and the period shall be mutually agreed upon between the administrator and the athletic director.
5. CRTs assigned to elementary schools or special centers may be offered extended employment of up to 20 days during the summer months.
6. Guidance counselors, school psychologists, media specialists, and Magnet Program Coordinators may be offered extended employment for the period following post-planning and/or for the period preceding preplanning.
 - a. School Psychologists ~~shall~~ may be considered for summer employment for which they are qualified before others are hired.
 - b. ~~Elementary counselors will be offered five (5) days of employment over the summer; Middle and High School counselors will be offered 20 days over the summer.~~

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #9
Article XV Work Year – Summer Employment
July 16, 2021

~~c. Extended employment dates shall be mutually agreed between the administrator and the employee.~~

7. Secondary cooperative vocational education teachers and vocational agriculture teachers may be offered extended employment for the summer months. If these secondary schools have a ninth grade center, the days used for the extended employment may be used between the teachers from the main campus and the teachers from the ninth grade center.
8. High Schools shall be given a total of five (5) days of extended employment for the athletic trainer (s) to cover athletic practices prior to pre-planning.
9. Summer School
 - a. Regular employees shall be considered for summer employment for which they are qualified before others are hired. Such consideration first shall be given to those assigned to the school for the coming year. In post-secondary schools, if a course is continued during the summer session, the position(s) first shall be offered to a teacher who taught that course during the regular school year.
 - b. Nothing herein shall prohibit mutually acceptable agreements between employees and administrators to divide these work assignments in an equitable manner.
 - c. Teachers shall be paid a full day's salary if they report to work in the summer session and there are not enough students to justify the continuance of a class.
 - d. Each high school with a summer academic program will be provided with a minimum of one half-time media specialist for the summer session.

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #9
Article XV Work Year – Summer Employment
July 16, 2021

- K. Nothing herein shall preclude the Board from adopting a modified workweek during the summer months. If the workweek for the summer program is modified from a regular five-day workweek to a concentrated five-day workweek, the following shall apply:
1. The duty day shall be nine hours and 22 minutes in length with a required on-site portion of at least eight hours and 30 minutes, including a 30-minute duty free lunch. Employees may leave the school during their duty free lunch.
 2. Student contact time per day shall not exceed six hours and 15 minutes excluding passing time.
 3. Employees may take 22-minute breaks at their discretion, with the approval of the administrator.
 4. The on-site planning period shall be at least 30 minutes per day.
 5. Employees shall be paid at their hourly rate of pay.
 6. Sick leave shall be prorated on a 9.35 hour day

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #11
Article XVIII Leaves of Absence – Sick Leave Accrual, Donated Sick Leave and
Quarantine Leave
July 16, 2021

ARTICLE XVIII
LEAVES OF ABSENCE

A. General Provisions

1. Applications for leave, except short-term sick leave with or without pay, shall be submitted to the administrator on a request for leave of absence form.
2. When an employee finds it necessary to be absent, s/he shall notify the administrator or designee with as much advance notice as possible, preferably the night before but no later than an hour before the time s/he is scheduled to be on duty, except in cases of emergency, so arrangements can be made to secure a substitute if necessary.
3. Leaves of absence shall be reported in increments of full or half days.
4. An employee shall not be responsible for finding a substitute in the event of his/her absence.
5. During leaves of six (6) or more duty days, an employee shall not be required to keep records, prepare lessons, or perform any of the duties required while in attendance.
6. An employee on long-term leave shall be considered as if s/he were part of the staff of the school from which s/he took leave. In special circumstances such as cases of extended worker's compensation or relief of duty, this provision may be waived.
7. If at any time the reasons given for requesting leave have changed, the employee shall promptly notify the administrator and shall either be directed to return to duty or continue on leave.
8. Upon return from leave, the employee shall complete a certificate of absence.
9. Any leave days credited to an employee at the time of an approved leave of absence, which are not taken during that leave of absence, shall be credited to the employee upon return to active duty.

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #11
Article XVIII Leaves of Absence – Sick Leave Accrual, Donated Sick Leave and
Quarantine Leave
July 16, 2021

10. All long-term leaves of absence, unless specifically stipulated otherwise, shall terminate on June 30 of the fiscal year for which the leave was granted.
11. An employee granted a long-term leave of absence may be employed while on leave upon approval by the Superintendent.
12. For reasons relating to illness of an employee or the employee's spouse, parent, son, or daughter; adoption, or newborn child-care, the employee may take a leave of absence for a period up to 12 weeks under the provisions of the Family and Medical Leave Act of 1993.
13. Up to one (1) year of long-term medical leave with or without pay, shall be granted to employees for personal illness, or illness or death of a member of the employee's family as defined in Florida Statutes. Any leave taken under the Family and Medical Leave Act referenced above shall count as part of the total leave taken.
14. Should an employee on long-term medical leave return to duty for a period of less than one (1) teaching month and then require additional leave for medical reasons, such additional leave shall be considered as one period of leave if within one (1) school year.
15. Long-term personal leave of up to one year without pay may be granted, subject to the approval of the Superintendent. Applications for such leave shall include an explanation for the request.
16. Extension of Long-Term Leaves
 - a. An extension of up to one year may be granted for long-term medical and personal leave.
 - b. An employee who desires an extension of long-term medical leave must request same as soon as possible, but in no event later than one week prior to expiration of the leave.
 - c. An employee who desires an extension of long-term personal leave for the following school year must request same in writing by March 15. If

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #11
Article XVIII Leaves of Absence – Sick Leave Accrual, Donated Sick Leave and
Quarantine Leave
July 16, 2021

the leave was granted after March 15, any request for extension shall be made as soon as possible.

17. Return from Long-Term Leave

- a. An employee who plans to return to duty at the expiration of a long-term leave shall notify the administrator in writing by March 15 of the school year for which the leave was granted. In the event the leave was granted after March 15, the employee's intent to return to duty at the expiration of the leave shall be deemed given upon requesting the leave. On or before February 15, the Board shall notify each employee on leave of this provision. The employee shall respond, indicating his/her intent to return, requesting an extension, or resigning from his/her position. Except for extenuating circumstances, an employee who fails to respond shall be considered to have resigned with an effective date of his/her last duty day of the fiscal year.
- b. An employee, upon expiration of his/her leave of absence, may return to duty without prejudice and shall be credited with all previous experience earned prior to the leave.
- c. An employee desiring to return from medical leave prior to the leave expiring shall be allowed to return to duty only when a vacancy exists for which s/he is certified and/or qualified.
- d. An employee desiring to return from personal leave prior to the leave expiring may be allowed to return to duty if a vacancy exists for which s/he is certified and/or qualified.
- e. Failure or refusal of an employee returning from long-term leave to accept a written offer of assignment made to his/her last known mailing address shall remove any obligations of the Board to provide further employment.
- f. For employees returning or who have recently returned from medical leave, a doctor's statement may be required.

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #11
Article XVIII Leaves of Absence – Sick Leave Accrual, Donated Sick Leave and
Quarantine Leave
July 16, 2021

B. Sick Leave

1. An employee shall be credited with four days of sick leave with pay on the first day of employment of each fiscal year, as provided by law.
2. An employee shall earn one day of sick leave with pay at the end of each month of employment, credited at the end of that month, which shall not be used prior to the time it is earned and credited to the employee; provided that the employee shall earn no more than one day of sick leave times the number of months of employment during the fiscal year.
3. An employee may transfer unused sick leave days from another Florida school district, from another job within the District, and from other State agencies as provided by law. It shall be the employee's responsibility to assist in securing the requested transfer of sick leave credit from his/her previous employer. One day of sick leave may be transferred for each day accruing with the District.
4. There shall be no limit to the number of sick leave days which an employee may accrue.
5. Sick leave may be used for personal illness of the employee, including a temporary disability due to pregnancy, or for death or personal illness of a member of his/her immediate family, and as provided by the Family and Medical Leave Act of 1993.
6. The employee may use accumulated sick leave for the purpose of bereavement leave.
7. An employee may use accrued sick leave for the purpose of taking physical examinations.
8. An employee who has exhausted his/her accumulated sick leave shall be granted sick leave without pay for the reasons stated in B.5. above, not to exceed 20 duty days.
9. ~~Employees who work eleven or more days in the summer school program shall earn one (1) day of sick leave. This provision applies to all employees who work in the summer school program.~~

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #11
Article XVIII Leaves of Absence – Sick Leave Accrual, Donated Sick Leave and
Quarantine Leave
July 16, 2021

10. Sick Leave Donation

- a. Any district employee may authorize his or her spouse, child, parent, or sibling who is also a district employee to use sick leave that has accrued to the authorizing employee.
- b. ~~Any district employee may authorize any district employee to use sick leave that has accrued to the authorizing employee as follows:~~
 - i. The recipient must provide documentation, by the treating physician, of the illness, accident, or injury for which leave is otherwise authorized.
 - ii. ~~The recipient must have at least a ten-day balance of accrued sick days in order to receive donated sick leave.~~
 - iii. Any unused transferred sick leave shall be returned to the authorizing employee whose donated sick leave has not yet been used.
 - iv. ~~The employee who authorizes the donation must retain at least a ten-day balance in his or her own sick leave account.~~
- c. The recipient of donated sick leave may not use the donated sick leave until all of his or her sick leave has been depleted, excluding sick leave from a sick leave pool the Sick Leave Bank.
- d. Donated sick leave shall have no terminal value.

C. Illness/Injury In-Line-of-Duty Leave

- 1. Illness/injury in-line-of-duty leave with pay may be taken when an employee is absent from duty because of:
 - a. A personal injury in the discharge of duty.

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #11
Article XVIII Leaves of Absence – Sick Leave Accrual, Donated Sick Leave and
Quarantine Leave
July 16, 2021

- b. An illness contracted as a direct result of his/her employment, if it can be proven that the illness was not contracted from another source.
- 2. Leave for such illness(es) and/or injury(ies) shall be for a period of time not to exceed ten duty days during the school year, as provided by Florida Statutes.
- 3. An employee may request additional leave under Florida Statutes, and if it is not granted, the employee may elect to take accrued sick leave and/or to be paid under Workers' Compensation. If s/he chooses the latter, s/he may be paid the balance of his/her daily rate of pay not provided by Workers' Compensation by using his/her accumulated sick leave on a prorated basis.
- 4. If an employee is injured in the line of duty as a result of a physical assault and/or battery, he/she may be eligible for line-of-duty leave, including an extension as set forth above.

D. Personal Leave

- 1. Up to six (6) days per year, non-cumulative and chargeable to accrued sick leave, may be granted to employees for personal leave, subject to the following:
 - a. Personal leave is to be used for matters which cannot be scheduled outside of regular working hours.
 - b. Employees shall not be required to divulge the reasons for requesting personal leave with pay.
 - c. Except in cases of emergency, or in extenuating circumstances, personal leave is to be requested at least one week in advance.
 - d. Requests for personal leave shall not be unreasonably denied.
 - e. Personal leave may not be taken one (1) duty day before and/or after a scheduled holiday or the first and/or last five (5) days of the school year for students. This shall not be applicable in cases of emergency, to attend the graduation of a spouse, child, parent, or oneself or to work in a voting precinct or the observance of a religious holiday.

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #11
Article XVIII Leaves of Absence – Sick Leave Accrual, Donated Sick Leave and
Quarantine Leave
July 16, 2021

- f. Any denial of requests for personal leave which will result in more than 7% or three (3) teachers, whichever is greater, of a school's staff being absent on a given day, shall not be construed as unreasonable denial.
 - g. In emergency situations, an administrator may grant personal leave for a brief period of time pending the submission of a request for leave form. During the period of time the leave is granted verbally by the administrator, the employee shall not be considered absent without leave.
 - h. Except for emergencies, personal leave may not be used during periods of extended employment outside of the employee's regular work year.
2. When an employee has exhausted all sick/personal leave with pay, s/he may be granted short-term personal leave without pay for emergencies or in extenuating circumstances and the restrictions set forth in 1.e. above shall apply.

E. Professional Leaves

1. Exchange Teaching

An employee on continuing or professional service contract may be granted a leave of absence for one year for the purpose of exchange teaching. Exchange teaching shall be limited to accredited public school systems, colleges and universities or similar institutions. The cooperating school system, college or university must furnish an employee to take the place of the employee released by the Board. The released employee shall draw full salary plus the value of any supplements performed by the cooperating employee. Application for exchange teaching for the next school year must be made by April 15.

2. Detached Service

The Board may grant detached service leave for a period of one year for an employee to work in an educational institution, with an official government agency or in such programs as the Peace Corps and the Overseas Exchange Teacher Program. The employee may request an extension of the original leave for up to one additional school year. Before an employee is granted detached service leave, s/he must present evidence of an offer of employment from one

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #11
Article XVIII Leaves of Absence – Sick Leave Accrual, Donated Sick Leave and
Quarantine Leave
July 16, 2021

of the accepting agencies. Application for detached service leave for the next school year must be made by April 15.

3. Temporary Duty

- a. Temporary duty leave may be granted by the Superintendent if it is for the benefit of the school or school system, or the professional growth of the employee.
- b. Temporary duty leave may be initiated by the employee or the Board. If initiated by the Board, the Board shall bear all expenses as provided by Florida Statutes.
- c. If initiated by the employee, expenses may be borne by the employee or shared with the Board, if mutually agreed upon prior to the taking of the leave.
- d. Temporary duty leave shall be with full pay for the affected regular duty days of the employee or for any other day if the leave is initiated by the Board and agreed to by the employee.
- e. Temporary duty may be granted for recognized state/national professional subject area organization meetings.

4. Temporary Professional

- a. An employee may be granted professional leave with pay for up to ten (10) duty days, to attend classes (which may include travel time) for earning the required hours for renewal or extension of his/her certificate or license, or for certification in a new teaching area during a five (5) year period. The leave must be requested at least ten duty days prior to the effective date of the leave.
- b. An employee may be granted professional leave without pay for working toward advanced degrees, not to exceed ten duty days at the beginning or at the close of the school year in order to attend summer school classes, except that this leave may not be taken when assigned

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #11
Article XVIII Leaves of Absence – Sick Leave Accrual, Donated Sick Leave and
Quarantine Leave
July 16, 2021

students. The leave may include consideration of reasonable travel time.

- c. Evidence of acceptance in an institution of higher learning must be attached to any request for professional leave to attend a college or university program.

F. Civic Leaves

1. Jury Duty Leave

- a. An employee duly subpoenaed to serve on jury duty shall receive his/her full salary and may retain any expense allowance, including transportation reimbursement, provided while serving on jury duty.
- b. Such leave shall not be charged against accrued sick or personal leave.

2. Court Leave

- a. Court leave with pay shall be granted to employees, duly subpoenaed or summoned, for the time necessary to make appearances in court proceedings, subject to Subsection c. below. The Superintendent may deny requests for court leave which extend beyond five days, in non-work related cases. If court leave with pay is denied, personal leave with or without pay shall be granted.
- b. Such leave shall not be charged against accrued sick or personal leave.
- c. An employee shall not be granted court leave in cases where the employee is a litigant against the School Board in a court of law or a state or federal agency proceeding.

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #11
Article XVIII Leaves of Absence – Sick Leave Accrual, Donated Sick Leave and
Quarantine Leave
July 16, 2021

3. Political Leave

- a. Leave of absence without pay for up to twelve (12) weeks shall be granted to an employee for the purpose of campaigning for a public office for which s/he has officially qualified.
- b. Leave of absence without pay may be granted for any employee elected to public office.
- c. Short-term leave of absence with pay shall be granted for elected public officials to conduct official business for up to five (5) days per year. Additional days may be granted by the Superintendent.

G. Annual Leave

1. A 12-month employee shall be granted paid annual leave as provided herein.
2. Annual leave shall be credited at the close of each month. Any credited leave beyond thirty (30) days will be removed at the end of each calendar year (December 31). Each employee shall be encouraged to use leave on an annual basis.
3. The number of years of continuous experience in Orange County shall determine the allocation of annual leave, which shall be as follows:

Years of Service	Annual Leave Days
0-4	13
5-9	16
10 or more	19
4. For purposes of computing the number of years of experience in order to determine the number of days of annual leave to which an employee is entitled, a year of experience is earned when an employee is employed for one or more days beyond six (6) months within a fiscal year.
5. One (1) or more days of annual leave may be used at any time during the year subject to the approval of the administrator in advance. Annual leave must be

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #11
Article XVIII Leaves of Absence – Sick Leave Accrual, Donated Sick Leave and
Quarantine Leave
July 16, 2021

scheduled at a time when it will cause a minimum of interruption to the efficiency of the school.

6. A teacher shall be paid at his/her current daily rate of pay for accrued annual leave if s/he is returned to less than 12-month status.
7. If Annual Leave is requested and not granted during that fiscal year, an employee shall be paid at the end of that fiscal year for the number of days requested, and his/her annual leave balance shall be adjusted accordingly.
8. No employee shall be granted fewer annual leave days than s/he received prior to ratification of this Contract.
9. An employee who leaves his/her employment for any reason shall receive payment for all of the annual leave accrued through his/her last duty day up to a maximum of thirty (30) days unless prohibited by law.
10. If an employee elects to enter the Deferred Retirement Option Program (DROP), s/he may receive annual leave pay-out subject to the provisions of DROP.

H. Military Leave

1. Short-Term

- a. An employee who is a member of the National Guard, or who is a commissioned reserve officer or reserve enlisted personnel in the United States military service, shall be granted a leave of absence from his/her respective duties, without loss of pay, time or efficiency rating, for all days s/he is engaged in active duty or training ordered under the provisions of the United States military. Such leaves of absence shall not exceed 17 days in any one annual period.
- b. Military leave shall not affect an employee's annual leave time for those positions earning annual leave.
- c. The employee shall attach a copy of his/her orders to his/her request for leave.

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #11
Article XVIII Leaves of Absence – Sick Leave Accrual, Donated Sick Leave and
Quarantine Leave
July 16, 2021

- d. The employee should endeavor to have his/her periods of training scheduled during his/her summer vacation. In cases where the employee requests military leave, the employee shall furnish a letter from his/her commanding officer indicating the necessity of taking leave at that time.

2. Long-Term

- a. Extended military leave shall be granted to an employee who is required to serve military obligations in the Armed Forces of the United States.
- b. Employees called to active duty shall receive full pay for the first 30 days.
- c. Employees may elect to use annual leave if applicable after the initial 30 days.
- d. An employee granted long-term military leave shall be re-employed provided that:
 - i. The tour of duty is completed.
 - ii. The application for reemployment is filed within six months following the date of discharge or release from active military duty.
 - iii. Original eligibility for employment has been maintained.
 - iv. Reassignment within a reasonable time, not to exceed six months, is afforded the School Board, except as provided by law.
- e. Military leave shall not be granted to an employee who volunteers to serve when such service is not required.

I. Bereavement Leave

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #11
Article XVIII Leaves of Absence – Sick Leave Accrual, Donated Sick Leave and
Quarantine Leave
July 16, 2021

1. When a death occurs in the immediate family of an employee, the employee shall be granted leave with or without pay for up to three (3) duty days to travel to and from the funeral location and attendance at the funeral for in-state activities. An employee shall be granted up to two (2) additional duty days to attend out-of-state funerals. Employees must use sick leave with or without pay for bereavement leave.
 2. Immediate family is defined as spouse, same sex domestic partner, child (natural or step), mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.
 3. Additional time may be granted at the discretion of the Administrator.
- J. In the event the Board seeks to resume the practice of granting sabbatical leave, the District and the Association shall immediately meet to negotiate the provisions governing this sabbatical leave.
- K. The District and the Union will continue to review and implement improvements in the Employee Self Service System (ESS).

L. Quarantine Leave

- ~~1. When an employee has been placed in quarantine by a constituted medical or legal authority, he/she shall remain away from assigned duties for the duration of such quarantine. He/she shall continue to receive his/her salary during a quarantine period. Such payments shall not be charged against other compensable leave.~~

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #13
Appendix F Registered Nurses – Substitute Pay, Equipment & Supplies, and
Supplement
July 16, 2021

APPENDIX F
REGISTERED NURSES

- A. The following articles and sections are not applicable to registered nurses:
1. Article VI, Section Q.6.
 2. Article VII
 3. Article VIII, Sections A - I., N., Q., R.
 4. Article IX, Sections B., C., D., and G.8. and 12.
 5. Article X, Sections A., B., C, D., E., H. K.2.
 6. Article XIV, Sections B.3.d., e., f., h.; D., E., L., O., P., Q., and U.
 7. Article XV, Sections F., G., and H.
 8. Article XVI, Sections B.5. (all), B.6. (all), H.1., 2., 3., K.
 9. Article XVII, Sections H. and O.
 10. Article XVIII, Section E.1.
- B. The work year for registered nurses shall be 197 days including six paid holidays.
- C. Any employment beyond the 197 days per year shall be considered as extended employment, and be based upon the daily rate of pay.
- D. The probationary period shall be for three years, in accordance with the following:
1. During any of the first three years of employment, termination shall be for cause only.
 2. At the end of each of the first three years, reappointment shall be based upon the same provisions as set forth for teachers in Article VIII.
- E. For non-degreed registered nurses, three years of work experience shall serve in lieu of a Bachelors degree.

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #13
Appendix F Registered Nurses – Substitute Pay, Equipment & Supplies, and
Supplement
July 16, 2021

- F. All years of work related experience shall be granted for salary purposes, excluding the three years required for placement of non-degreed nurses on the salary schedule. Salary credit shall be retroactive to the beginning of the fiscal year in which it is verified. No credit shall be granted for work experience prior to the earning of a nursing license.
- G. Where not specifically excluded as applicable, any language in the Contract referencing certification shall be interpreted as licensure for registered nurses.
- H. Nurses who are asked to cover school clinics in lieu of a substitute nurse will be additionally compensated at receive the average rate of pay that the board would pay for an agency registered nurse to cover a school clinic.
- I. The Board shall provide equipment and supplies to aid the lead nurses in the performance of their duty to train clinic and school staff to provide safe and reliant care to students.
- J. Lead nurses will be provided a supplement as described below:

<u>0—3 Years</u>	<u>4—6 Years</u>	<u>7—14 Years</u>	<u>15+ Years</u>
<u>3,795</u>	<u>4,250</u>	<u>4,743</u>	<u>5,313</u>

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #14
Orange County Virtual School
July 16, 2021

APPENDIX H
ORANGE COUNTY VIRTUAL SCHOOL INSTRUCTIONAL PERSONNEL

- A. Instructors are assigned in a full-time status to OCVS.
1. Instructors shall have a 7.5 hour duty day within a ~~twelve~~ thirteen hour period.
 - a. The ~~twelve~~ thirteen hour period shall be from ~~8:00~~ 7:00 am to 8:00 pm
 - b. The instructor shall schedule at least one evening session per week, and the session shall end at 8:00 pm.
 - c. There shall be a minimum of 25 minutes per day scheduled for the duty-free meal break.
 - d. The instructor shall have the discretion to schedule their duty day within the aforementioned parameters.
 - e. ~~The administrator may require attendance at one of the lab school's annual open house in lieu of attending the OCVS Open House. Participation in other OCVS nights will be optional.~~
 2. Each instructor shall have a planning period of at least 50 minutes, not to exceed 60 minutes. OCVS instructors are to use the planning period primarily for preparations.
 3. Newly hired instructors, prior to being assigned his/her first virtual instruction course, must be provided training on virtual instruction through the professional learning program established by OCVS and/or its partners.
- B. Preparations are based on the number of instructors and the number of students per instructor. As the number of teachers and students increase, the number of preparations shall decrease accordingly. The parties shall meet annually to agree on the number of preparations assigned to each teacher.

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #14
Orange County Virtual School
July 16, 2021

Flexible OCVS Teacher Forecast		
Number of Instructors	Number of Courses per Instructors	Maximum Number of Students per Instructor
4	8-10	120-130
6	6-8	130-150
8	5-7	150-160
10	2-4	160-180

- ~~1. Secondary Level class sizes will have a class cap based on the following:~~
 - ~~a. 180 (1 class prep)~~
 - ~~b. 165 (2 class preps)~~
 - ~~c. 150 (3 class preps)~~
 - ~~d. 135 (4 or more class preps)~~
- ~~2. Elementary level class sizes will have a class cap based on the following:~~
 - ~~a. K-3 shall have a cap of 25 students per semester.~~
 - ~~b. 4-5 shall have a class cap of 30 students per semester.~~
 - ~~c. Combinations of K-3 and 4-5 teaching assignments shall be calculated proportionately.~~

<u>Elementary Level Class Size Chart</u>	
<u>Grade Level Range</u>	<u>Average Number of Students per Semester</u>
<u>K-3</u>	<u>35</u>
<u>4-5</u>	<u>40</u>
<u>Elective/Specials</u>	<u>180</u>

DISTRICT COUNTER PROPOSAL TO CTA PROPOSAL #14
Orange County Virtual School
July 16, 2021

<u>Secondary Level Class Size Chart</u>	
<u>Number of Curriculum Preps</u>	<u>Average Number of Students per Semester</u>
<u>1</u>	<u>180</u>
<u>2</u>	<u>165</u>
<u>3</u>	<u>150</u>
<u>4 or more</u>	<u>135</u>

- C. Any Instructor that is over the class cap by 20% based on average active weekly enrollment for the semester shall be given an prorated Additional Period Pay supplement.
- D. Instructors will be permitted to assist in the review and evaluation of curriculum. Participation in the development of curriculum shall be optional.